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FEDERAL COMMUNICATIONS COMMISSION  
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December 8, 1997

Ms. Magalie R. Salas  
Secretary  
Federal Communications Commission  
1919 M Street N.W. - Room 222  
Washington, D.C. 20554

Re: Application By BellSouth Corp. et al. for  
Provision of In-Region, InterLATA Services in  
South Carolina, CC Docket No. 97-208

Dear Ms. Salas:

In issuing revised procedures governing section 271 applications, the Commission reaffirmed that the applicant's "reply comments may not raise new arguments or include new data that are not directly responsive to arguments other participants have raised."<sup>1</sup> Similarly, in the Ameritech Michigan Order, the Commission held that the "right of the applicant to submit new factual information after its application has been filed is narrowly circumscribed." Ameritech Michigan Order ¶ 51. In particular, the Commission held that a BOC (1) may not submit new evidence unless it "covers only the period placed in dispute by commenters and in no event post-dates the filing of those comments" (*id.* emphasis in original); (2) may not rely upon "paper promises" of "future performance" (*id.* ¶ 55, emphasis in original); (3) "must address in its initial application all facts that the BOC can reasonably anticipate will be at issue" (*id.* ¶ 57); and (4) "must identify and anticipate certain arguments" --

<sup>1</sup> Revised Procedures for Bell Operating Company Applications Under Section 271 of the Communications Act, Public Notice, FCC 97-330 (Sept. 19, 1997) at 7; see Procedures for Bell Operating Company Applications Under Section 271 of the Communications Act, Public Notice, FCC 96-469 (Dec. 6, 1996) at 4.



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including those made in "state proceedings" -- that commenting "parties will make in their filings before the Commission." Id.

As set forth below, BellSouth's reply comments and accompanying affidavits repeatedly violate each of these requirements. There is no excuse for such non-compliance. Not only are the Commission's rules clearly set forth, but BellSouth itself invoked them in its recent motion to strike (although it misapplied them to AT&T).<sup>2</sup> In addition, BellSouth was plainly put on notice -- both in numerous state proceedings and from AT&T's letter to BellSouth of September 25, 1997, identifying disputed issues (see Exhibit 1 hereto) -- of the issues that its application would raise. Accordingly, BellSouth's improper reply submissions should "not receive any weight." Ameritech Michigan Order ¶ 51.

1. UNEs: One of the central issues of dispute between AT&T and BellSouth is BellSouth's inability to provide CLECs that purchase unbundled switching with the usage data they need to bill carriers for access services. But not until its reply comments (at pp. 66-67) did BellSouth offer to provide such access records, claiming that those records that could not be produced electronically would be made available "in a non-electronic form." See Varner Reply Aff. ¶ 14. By waiting to make this assertion until the reply phase, BellSouth denied commenting parties an opportunity to comment in this docket upon the inadequacy of using paper records for access billing. Cf. Affidavit of James Tamplin, ¶¶ 23-27, submitted by AT&T in CC Docket No. 97-231 (BellSouth Louisiana).

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<sup>2</sup> See BellSouth's Motion to Strike Portions of Reply Comments Raising New Arguments And/Or Including New Evidence at 1-2 (CC Docket No. 97-208, filed Dec. 4, 1997) (acknowledging standards); id. at 7-8 (erroneously moving to strike AT&T's reply to Ameritech's comments on joint marketing). AT&T's reply comments on joint marketing were proper because they responded to Ameritech's five-page treatment of the issue -- one of only three issues that Ameritech chose to highlight. See AT&T Reply Comments at 32 (responding to "Ameritech Comments at 11-15"). In particular, AT&T responded to Ameritech's misleading assertion that equal access requirements require incumbent LECs to recite lists "'in excess of 100 available carriers'" (see id. at 34 (quoting Ameritech Comments at 15)), and otherwise demonstrated that Ameritech's extended arguments had no more merit than the arguments that BellSouth previously advanced. See AT&T Reply Comments at 32-36. In short, by addressing the joint marketing issue at such length, Ameritech's comments invited and justified AT&T's comments in reply.

Similarly, in its reply comments (p. 73), BellSouth relies on paragraph 23 of Mr. Milner's reply affidavit, which claims for the first time that "BellSouth has demonstrated its capability to mechanically produce a bill for usage charges if a CLEC purchases unbundled switching" because the "first production cycle" for such bills was "September 25, 1997" and because Mr. Milner is "unaware of any complaints . . . regarding the accuracy, format or content of these bills for unbundled local switching." Milner Reply Aff. ¶ 23. This, too, is improper. The facts of this "first production cycle" were known to BellSouth prior to its filing and should have been raised initially, and Mr. Milner's attempt to rely on the time-period up until the filing of his reply affidavit for the supposed absence of complaints is also plainly improper. By keeping this argument in its hip pocket until the reply phase, BellSouth denied CLECs the opportunity in this docket to point out the many defects in BellSouth's reliance on this belated and ineffectual "first production cycle." Cf. Tamplin Louisiana Aff. ¶¶ 31-35.

2. CSAs: BellSouth blatantly violated the Commission's rules against new arguments on reply with respect to CSAs. AT&T contested this issue repeatedly in state proceedings and raised it again in a letter sent to BellSouth just days before its application. See Exhibit 1 hereto, p. 3. BellSouth therefore could and should have "reasonably anticipate[d]" that CSA resale restrictions would be at issue in its application, and thus should have "include[d] in its initial filing . . . arguments addressing this issue." Ameritech Michigan Order ¶¶ 57-58.

Instead, BellSouth waited until its Reply Brief to include any arguments that attempt to justify the resale restrictions it imposes on Contract Service Arrangements ("CSAs"). In particular, BellSouth never argued, until its reply, that refusing to apply a wholesale discount to CSAs was necessary for BellSouth to "meet competition." Reply Br. at 60. Compare id. at 58-62 and Varner Reply Aff. ¶¶ 41-45 (raising host of new justifications for restrictions) with Br. at 53 and Varner Aff. ¶¶ 191-92 (obliquely arguing only that resale restrictions are justified by orders of the SCPSC and by offer of CSAs to CLECs at the same "rates, terms, and conditions offered to BellSouth's end user customers"). By failing to set forth its most substantive arguments until reply, BellSouth prevented AT&T and other CLECs from addressing these claims and from demonstrating that these new arguments do not in any way rebut the presumption against resale restrictions. Cf. AT&T Comments (Louisiana), CC Docket 97-231, at 58-65 (a "meeting competition" defense to ILECs' resale duties in sections 251 and 252 is antithetical to the Act's purpose of creating local competition; moreover, the Commission has never allowed dominant carriers even

to provide customer-specific offerings that are not generally available and can be used to foreclose market entry by locking in large customers) (responding to BellSouth's initial La. Br. at 66-69).

3. OSS: With respect to OSS, BellSouth submitted new information with its reply that post-dated not only the date on which it filed its application (September 30, 1997), but in many cases the date on which commenting parties responded (October 20) and which, in all events, was not responsive to any facts post-dating September 30 put in issue by commenting parties.

For example, the reply affidavit of William Stacy provided data from October 1997 on order processing volumes, the percentage of orders placed through LENS, and firm order confirmations (FOCs). See Stacy OSS Reply Aff. ¶¶ 29, 56, 62. Mr. Stacy also described certain purported events at a "CLEC conference" held on October 30-31, 1997, including materials BellSouth distributed that supposedly gave "further definition to business rules" (id. ¶¶ 47, 65); stated that an "initial version" of electronic rejection notices would be "available in November, 1997," with the "full version" operational in the "first quarter of 1988" (¶ 47); described other OSS capabilities, such as the Quickservice and Connect Through indicators, that were implemented only after BellSouth filed its application (¶¶ 29, 40); and significantly increased BellSouth's capacity projections over the projections contained in its initial filing (¶¶ 61-62). Likewise, David Hollett's reply affidavit asserted that a problem with BellSouth's bills "was corrected with tapes sent October 23, 1997 and subsequent tapes." Hollett Reply Aff., ¶ 4. See also id., ¶ 9 ("BST has now corrected most of the billing errors that have been identified" (emphasis added)).

BellSouth's reply submission also discussed facts that pre-dated September 30, but that BellSouth knew were relevant to CLEC concerns and should therefore have raised in its initial submission. See Ameritech Michigan Order ¶ 57. For example, Mr. Stacy's reply affidavit described at length BellSouth's actions with respect to providing specifications for the CGI interface, and claimed that it was not until September 5, 1997, that MCI expressed interest sufficient for BellSouth to commit resources to developing the specifications. (Stacy Reply Aff., ¶ 39). These events are not discussed in Mr. Stacy's initial affidavit, even though he was fully aware from state commission proceedings of AT&T's position on the CGI specifications, nor did Mr. Stacy disclose in his initial affidavit that MCI had expressed an interest on September 5 and that BellSouth had decided to update its specifications. Mr. Stacy's reply affidavit also contained a

lengthy discussion of BellSouth's RSAG access problem, which occurred in August-September 1997 prior to the filing of its application, as well as "new audit information" BellSouth received from DeWolff, Boberg and Associates on September 15, 1997 (¶ 67) -- each of which could and should have been submitted with its initial application.

Finally, AT&T objects to BellSouth's attempt to supplement the record on OSS by means of an ex parte demonstration of certain aspects of CLEC access to its OSS -- including its Local Exchange Navigation System (LENS). Such a demonstration is improper, and should be disregarded by the Commission, for two reasons.

First, as the affidavit of Cynthia A. Clark explains, "LENS as it exists today is significantly different than it was on September 30, 1997," the date of BellSouth's South Carolina filing. Clark Aff. ¶ 2; see id. at ¶¶ 2-5 (attached hereto as Exhibit 2). BellSouth's attempt to rely on upgrades to LENS that post-date its application thus squarely contravenes the Commission's rules.

Second, and more fundamentally, an ex parte demonstration of selected aspects of a complex system such as LENS is of little value and procedurally improper when conducted after the application is filed. Such demonstrations have already been found to merit little, if any weight, because the Commission has held that it will evaluate CLEC access to OSS based upon data measuring the performance of the systems in "actual commercial usage." Ameritech Michigan Order ¶ 138. And even if the Commission did seek to rely on such demonstrations, there is no reason not to require them to be submitted, on videotape, with the BOC's initial filing. Permitting BOCs to provide them ex parte, with only a superficial post-meeting disclosure, deprives interested parties of any meaningful opportunity to comment upon the misinformation these canned presentations likely contain.

4. Performance Measures: Even though the Commission has made clear that the "average installation interval is a critical [performance] measurement" (Ameritech Michigan Order ¶ 168; see id. ¶¶ 164-71), BellSouth chose to submit data in its initial submission that measured only the interval between BellSouth's "issue" date and its committed "due date" for CLEC and BellSouth orders. See Stacy PM Aff. Ex. WNS-10. Rather than defend this inadequate and misleading attempt to measure installation intervals, BellSouth chose on reply to submit a new and doubly improper set of data. See Stacy PM Reply Aff. Ex. WNS-2. The new exhibit not only measures a different interval (that between "issue" date and the "completion date"), but reports exclusively

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on BellSouth's performance for the month of October. Id. The submission must be disregarded here, not only because it relies on October data, but because -- had this performance measure been submitted with BellSouth's initial application -- AT&T would have had an opportunity to point out the defects in BellSouth's interpretation of it, and to provide its own data that contradicts the results that BellSouth reports. See, e.g., Bradbury Louisiana Aff. ¶¶ 237-239 & Attachment 66; Pfau Louisiana Aff. ¶ 28 n.49.

5. Section 272: Yet another example of BellSouth's noncompliance is its improper reliance on the belated assertion that BellSouth "has disclosed agreements between BST and BSLD on the internet." Reply Brief at 83 n.5. In fact, BellSouth did not disclose any agreements until after the October 20 deadline for response comments from its competitors, and BellSouth's purported excuse -- that "[o]nly after terms and conditions are final, will contracts be available for review . . . on the Internet" (Cochran Reply Aff. ¶ 5) is not only irrelevant for purposes of complying with this Commission's rules but factually unfounded, since at least five of the posted agreements were finalized prior to June 30, 1997.

Sincerely,

*Roy E. Hoffinger /ha*

Roy E. Hoffinger

Attachments

cc: All parties of record

**Exhibit 1**



Kenneth P. McNeely  
Senior Attorney

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1200 Peachtree St., NE  
Atlanta, GA 30309  
404 810-8829  
FAX: 404 810-5906

September 25, 1997

Via Hand Delivery

Caroline N. Watson, Esq.  
General Counsel - South Carolina  
BellSouth  
1600 Hampton Street  
Columbia, South Carolina 29201

Re: Entry of BellSouth Telecommunications into  
InterLATA Toll Market  
South Carolina PSC Docket No. 97-101-C

Dear Ms. Watson:

This letter responds to your letter dated September 18, 1997 in which you asked AT&T to identify disputed issues raised by BellSouth's proposed Section 271 application to the FCC, which might be narrowed through a meeting between AT&T and BellSouth.

Inasmuch as AT&T and BellSouth have participated, or are currently participating, in Section 271 proceedings in eight states, BellSouth is aware of AT&T's disagreement with BellSouth regarding key requirements of the Telecommunications Act. Nevertheless, AT&T is always interested in narrowing or resolving disputes, where possible. For this reason, I have set forth a list of disputed issues. If I have in any way misstated BellSouth's position or the underlying facts, or if BellSouth is willing to revisit its position on these issues, please let me know in writing by close of business on September 29, 1997.

Combinations of Network Elements

BellSouth has taken the position in South Carolina, and throughout its nine-state region, that it need not provide combinations of network elements to requesting CLECs on an unseparated basis. BellSouth has stated that it has no obligation under the 1996 Act, including Section 51.315(b) of the Commission's Rules (47 C.F.R. § 51.315(b)), to provide combinations of network elements to CLECs, and has taken the following specific positions:



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1. BellSouth will take apart existing combinations, such as a loop/port combination, and provide the individual elements to the CLEC for the CLEC to combine. BellSouth's Statement of Generally Available Terms and Conditions ("SGAT") in South Carolina thus provides that BellSouth will "physically deliver unbundled network elements . . . to CLEC collocation spaces." BellSouth has also testified in Florida that it would take apart the loop and port serving an existing BellSouth customer and require AT&T to reconnect them. Testimony of Robert Scheye, BellSouth, Docket No. 960786-TL ("Scheye Testimony"), at 622, 626 (Fla. PSC, Sep. 2, 1997). See also Testimony of Alphonso Varner, BellSouth, Docket No. 960786-TL, at 346 (Fla. PSC, Sep. 2, 1997) ("We will not combine them for you. We will terminate them in your collocation space and you can combine them yourself.") We understand that this testimony also reflects BellSouth's position in South Carolina under its SGAT.
2. BellSouth may choose to negotiate a voluntary arrangement with a CLEC to combine separated network elements, but BellSouth has no obligation to do so and, if it in fact agrees to do so, will charge the CLEC for taking apart and putting back together the unbundled network element combination. Scheye Testimony, at 585-86. See also Letter from Mark L. Feidler, BellSouth, to William J. ("Jim") Carroll, AT&T, dated September 12, 1997 ("Feidler letter"), at 3.
3. If it provides an unseparated combination of unbundled network elements (e.g., a loop/port combination) to CLECs, BellSouth will provision and price the combination as a resold BellSouth service in accordance with Section 252(d)(3) of the Act, rather than Section 252(d)(1). Scheye Testimony, at 623; Feidler letter, at 3.

Again, if the above in any way misstates the facts or BellSouth's position, please notify me in writing as soon as possible, but no later than September 29, 1997.

#### Imposition of Access Charges on Unbundled Element Combinations

BellSouth has taken the position that it will continue to impose both interstate and intrastate access charges where a CLEC is providing service using combinations of unbundled network elements, e.g., a loop/port combination.

#### Unbundled Local Loops

The BellSouth Statement of Generally Available Terms and Conditions ("SGAT") does not provide standard intervals for the provision of unbundled loops. Instead, BellSouth's position is that all provisioning intervals for unbundled loops are subject to negotiation on an individual case basis.

#### Unbundled Local Switching

1. BellSouth is unable to provide direct (customized) routing to AT&T's operator services and directory assistance platforms.
2. BellSouth contends that it is not required to provide usage/billing information to CLECs that will enable CLECs to bill interexchange carriers for access. BellSouth says that it may – but is not required to – negotiate to provide such information to CLECs at a negotiated price. Scheye Testimony, at 566-67.

#### Contract Service Arrangements

Under both its interconnection agreement with AT&T and its SGAT in South Carolina:

1. BellSouth will not make contract service arrangements ("CSAs") available for resale at a wholesale discount.
2. CSAs in South Carolina cover basic local exchange services.
3. BellSouth's SGAT allows CLECs to resell service under CSAs only to the specific customer covered by the CSA.
4. BellSouth will assess termination liability on existing BellSouth customers under CSAs that seek to terminate the CSA to take service from a CLEC prior to the expiration of the CSA's term.
5. BellSouth may withdraw each customer-specific CSA effective upon expiration of the CSA's term.

If the above in any way misstates the facts or BellSouth's position, please notify me no later than September 29, 1997.

Branding of Operator services and Directory Assistance

Within its nine-state region, BellSouth has not been branding as CLEC-provided, the operator services or directory assistance it provides to CLEC end users, even where required to do so by order of the Public Service Commission and the terms of its interconnection agreement with AT&T. Nor has BellSouth unbranded such calls. Today, a CLEC end user using operator services or directory assistance will hear branding that states BellSouth is providing such service.

Compliance with Section 272

BellSouth has not provided information demonstrating its compliance with Section 272. Thus, BellSouth has not disclosed all transactions between BellSouth Telecommunications and BellSouth Long Distance from February 8, 1996 to date. Further, BellSouth has not disclosed what procedures it has in place or will implement to ensure compliance with the requirements of Section 272.

Cost-Based Interconnection and Unbundled Network Element Rates

BellSouth contends that the rates for interconnection and unbundled network elements in BellSouth's SGAT are based on cost as required by Section 252(d) of the 1996 Act. With respect to the recurring charges in BellSouth's SGAT:

1. Some, if not all, of these rates were not developed in accordance with the FCC's TELRIC cost principles.
2. Some, if not all, of these rates were not supported by any cost studies.
3. Cost studies supporting each of these rates have not been provided to AT&T or other parties.

With respect to nonrecurring charges in BellSouth's SGAT:

1. Some, if not all, of these rates were not developed in accordance with the FCC's TELRIC cost principles.
2. Some, if not all, of these rates were not supported by any cost studies.
3. Cost studies supporting each of these rates have not been provided to AT&T or other parties.

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If the above in any way misstates the facts or BellSouth's position, please notify me no later than September 29, 1997. AT&T also requests that BellSouth provide AT&T any cost studies that refer or relate to, or in any way support, the rates set forth in BellSouth's SGAT.

Resale Rates

BellSouth contends that a cost will not be avoided for purposes of Section 252(d)(3) unless BellSouth no longer incurs the cost. For example, BellSouth position is that advertising and product management costs should not be deemed avoided for purposes of Section 252(d)(3) because BellSouth will continue to incur these costs to support its retail efforts. The SCPSC adopted BellSouth's position in establishing the wholesale rate of 14.8% in the AT&T-BellSouth arbitration, which is the same rate contained in BellSouth's SGAT.

In addition, as you are aware, one of the key issues that will be raised by BellSouth's application will be the access it provides to its operation support systems ("OSS"). It may be possible to narrow the issues if the parties can agree to the accuracy of source data measuring key aspects of such access. To date, BellSouth has been unwilling to provide such data to AT&T. We therefore ask that BellSouth provide AT&T, on a mechanized basis where available, any and all reports, problem logs, analyses, and underlying performance and test data that refer or relate to CLEC access to BellSouth's OSS, including any such documents and data that relate to AT&T's access to BellSouth's OSS in Georgia. Such data should include source data that can be used to determine the information specified and referred to in ¶ 212 of the FCC's Ameritech Michigan Order. A partial list, for purposes of illustration, is included as Attachment A to this letter.

If I have misstated the facts or any position of BellSouth, or if BellSouth is willing to revisit its position on any of the above matters, please notify me immediately, but in no event later than close of business on Monday, September 29, 1997.

Sincerely,



Kenneth P. McNeely  
Senior Attorney

Attachment.

Source Data

Source data that show or that can be used to determine the following information on a weekly basis, for both business and residence customers:

1. The interval between BellSouth's receipt of an AT&T order and completion of the order, stated separately for resale and UNE orders, and showing the percentage of AT&T orders that are completed on a 1-day interval, 2-day interval, 3-day interval, etc..
2. The interval between BellSouth's submission of an order for its own service and completion of the order showing the percentage of BellSouth orders that are completed on a 1-day interval, 2-day interval, 3-day interval, etc.
3. The number and percentage of AT&T-requested due dates that have been changed by BellSouth, the reasons for such changes, and the number and percentage of changed due dates attributable to each reason. Disaggregate data by resale and UNE orders.
4. The number and percentage of BellSouth due dates for its own orders that have been changed, the reasons for such changes, and the number and percentage of changed due dates attributable to each reason.
5. The number and percentage of AT&T-requested due dates that have been met by BellSouth, stated separately for resale and UNE orders.
6. The number and percentage of AT&T orders that were not completed more than 24 hours after the AT&T-requested due date, stated separately for resale and UNE orders.
7. The number and percentage of AT&T orders that were completed on or before the due date committed to by BellSouth, stated separately for resale and UNE orders.
8. The number and percentage of AT&T orders that were not completed more than 24 hours after the due date committed to by BellSouth, stated separately for resale and UNE orders.
9. The percentage of AT&T orders completed within the standard intervals BellSouth has committed to provide CLECs, stated separately for resale and UNE orders.
10. The number and percentage of BellSouth due dates for its own orders that have been met.

11. The number and percentage of Firm Order Commitments ("FOCs") provided to AT&T within 24 hours of BellSouth's receipt of the order, stated separately for resale and UNE orders.
12. The time by ranges it took BellSouth to provide FOCs to AT&T after the receipt of the order, *i.e.*, the number and percentage of FOCs returned within 24 hours, 48 hours, 72 hours, 96 hours, etc., stated separately for resale and UNE orders.
13. The percentage of completion notices ("CNs") provided to AT&T within 24 hours of actual completion of the order, stated separately for resale and UNEs.
14. The time by ranges it took BellSouth to provide completion notices to AT&T after actual completion of the order, *i.e.*, the percentage of CNs returned within 24 hours, 48 hours, 72 hours, 96 hours, etc.
15. The number and percentage of AT&T orders that were rejected or returned for clarification by BellSouth, the reasons for the rejections, and the number and percentage of all rejected orders that were rejected for each reason. Disaggregate data by resale and UNE orders.
16. The number and percentage of rejection notices returned to AT&T within 1 hour, 4 hours, 24 hours and 48 hours of BellSouth's receipt of the order, stated separately for resale and UNE orders.
17. The number and percentage of AT&T orders that were handled on a fully electronic basis, *i.e.*, the number and percentage of "flow through," stated separately for resale and UNE orders.
18. The number and percentage of AT&T orders that were handled with any manual intervention, the reasons for the manual intervention, and the number and percentage of manually processed orders attributable to each reason. Disaggregate data by resale and UNE orders.
19. For local telephone services that are the same or similar to services ordered by AT&T for its end users, the number and percentage of orders BellSouth receives from its own retail customers that are handled on a fully electronic basis, after initial entry by a BellSouth representative.

20. For local telephone services that are the same or similar to services ordered by AT&T for its end users, the number and percentage of orders BellSouth receives from its own end-user customers that were handled with any manual intervention, after initial entry by a BellSouth representative. Provide the reasons for the manual intervention, and the number and percentage of manually processed orders attributable to each reason.
21. The number and percentage of jeopardy notices provided by BellSouth within 24 hours of the existence of a jeopardy condition, stated separately by resale and UNE orders.
22. The number and percentage of troubles within 30 days of installation, separately stated for AT&T end users and BellSouth end users. Disaggregate AT&T end-user data by resale customers and UNE customers.
23. The average duration from receipt by BellSouth of a trouble ticket to clearance of the ticket, also known as "mean time to repair," separately stated for AT&T end users and BellSouth users. Disaggregate AT&T end-user data by resale customers and UNE customers.
24. The number and percentage of end users who are out of service more than 24 hours, separately stated for AT&T end users and BellSouth end users. Disaggregate AT&T end-user data by resale customers and UNE customers.
25. The number and percentage of repeat troubles on the same line within 30 days, separately stated for AT&T users and BellSouth users. Disaggregate AT&T end-user data by resale customers and UNE customers.
26. The number of troubles per 100 lines, separately stated for AT&T end users and BellSouth end users. Disaggregate AT&T end-user data by resale customers and UNE customers:
27. The number and percentage of missed repair or maintenance appointments, separately stated for AT&T end users and BellSouth end users. Disaggregate AT&T end-user data by resale and UNE customers.
28. The average response times for pre-ordering transactions initiated by AT&T, and the percentages of such pre-ordering transactions for which the response time has been less than 5 seconds, less than 10 seconds, and less than 60 seconds.
29. The average response time that is required for BellSouth's service representatives to complete each of the pre-ordering transactions that are performed by AT&T (i.e., street address validation, telephone number information, services and features information,

customer service record information, etc.).

30. The timeliness of the daily usage feed provided to AT&T.
31. Bill timeliness, quality and accuracy for BellSouth's own retail operations and for resale and UNE services provided to AT&T.
32. The service order accuracy rate for AT&T resale and UNE orders, and the service order accuracy rate for BellSouth's retail operations. For purposes of this request, "service order accuracy rate" is defined as the percentage of service orders that were entered into BellSouth's service order processing system exactly as they were ordered by AT&T or the BellSouth retail customer.
33. The provisioning accuracy rate for AT&T resale and UNE orders, and the provisioning accuracy rate for BellSouth's retail operations. For purposes of this request, "provisioning accuracy" is defined as the percentage of end user customers who received exactly the services and features that they ordered.



**Exhibit 2**

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
	)	
Application by BellSouth Corporation, BellSouth	)	CC Docket No. 97-208
Telecommunications, Inc., and BellSouth Long	)	
Distance, Inc. for Provision of In-Region,	)	
InterLATA Services for South Carolina	)	

**AFFIDAVIT OF CYNTHIA A. CLARK**

Cynthia A. Clark, being first duly sworn on oath, deposes and states as follows:

1. My name is Cynthia A. Clark. My business address is 1200 Peachtree Street, Atlanta, Georgia. I currently am employed by AT&T Corp. ("AT&T") as a Supervisor in the Local Infrastructure and Access Management organization. As part of my responsibilities, I negotiate and coordinate with BellSouth regarding access by AT&T customer service representatives to BellSouth's pre-ordering interfaces. I have become familiar with BellSouth's Local Exchange Navigation System (LENS) interface, including changes that have been made to LENS since BellSouth filed its application in this proceeding on September 30, 1997.

2. I am informed that BellSouth demonstrated its LENS interface to Commissioners and staff of the Federal Communications Commission on December 5, 1997. LENS as it exists today is significantly different than it was on September 30, 1997. For example, on November 4, 1997, AT&T received notification from BellSouth that LENS had been updated to Release 1.1, effective November 1, 1997. See Attachment A

to this affidavit. These modifications included: (1) changes in the function that allows users to view switch specific features and services; and (2) correction of the due date algorithm (used in the Firm Order mode of LENS) to calculate correct same day due dates for suspend/restore and deny/restore requests received before 3:00 p.m. Id.

3. Further, attached hereto as Attachment B is a printout from the "Release Notes" screen of LENS. This screen shows those changes to LENS that have occurred since September 30, 1997 that BellSouth believed were significant enough to place in its Release Notes. For example, the Release Notes screen shows that CLECs could not use LENS to electronically view customer service records (CSRs) in Louisiana until October 13, 1997.

4. In addition to these changes for which AT&T has received notice, although always after the fact, AT&T may have uncovered at least one other critical difference between the LENS interface as it existed on December 5, 1997, and that which AT&T was using on September 30, 1997, and, indeed, that which was in effect as recently as the week ending November 29, 1997. LENS had been programmed by BellSouth to enforce the telephone number quantity restrictions that BellSouth imposes on CLECs. This restriction prohibits new entrants from reserving more than 100 phone numbers or 5% of the available telephone numbers at a switch, whichever is lower. As a result, there were certain BellSouth switches, including some serving metropolitan Atlanta, in which AT&T has continuously been unable to reserve any telephone number for a new customer or has experienced significant difficulty in doing so. This ongoing problem continued into the week ending November 29, 1997. On December 5, 1997, I attempted to reserve a telephone number at various BellSouth switches where AT&T has been unable to do so at

all, or only through extraordinary effort. To my surprise, I experienced no problem in doing so at any of these switches.

5. It appears that BellSouth has removed the telephone number restriction it has continuously imposed on CLECs, although it is unclear whether this situation will remain in effect after BellSouth's FCC demonstration concludes. This apparent removal of the restriction, while welcome, is surprising inasmuch as AT&T has been seeking such action from BellSouth for months.

VERIFICATION

I hereby verify, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Cynthia A. Clark  
Cynthia A. Clark

Subscribed and sworn to before me  
this 5<sup>th</sup> day of December, 1997.

Alicia C. Colbert  
Notary Public

Notary Public Gwinnett County, Georgia  
My Commission Expires March 14th, 1999

**Attachment A**



Bellsouth Information Services

770 492-7880

AT&amp;T Regional Account Team

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November 4, 1997

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Ms. Clark:

As of November 1, 1997, LENS has been updated to Release 1.1, and several changes have been made that may affect AT&T pre-ordering capabilities. The changes and enhancements are as follows:

1. Disable viewing of credit history in the state of Alabama. Based on a legal review of the PSC order, it was determined that credit history was not part of the customer record in Alabama. Therefore, it will be removed with Release 1.1.
2. Enable viewing of credit history on customer records in Florida (North, South, and Southeast).
3. Screen will be modified to allow CLECS to view switch specific features and services. This was redesigned to speed up response time and allow selection of multiple services (via click and drag). A single button has been added to allow a LENS user to view the 5 most commonly ordered resale services.
  - A. The LENS users have been provided the capability of selecting multiple features by clicking the applicable features. The maximum number of features remains 20. LENS continues to provide a summary of all features selected, and the response time is significantly improved.
4. The due date algorithm used for calculating due dates of suspend / restore and deny / restore requests has been modified to provide same day if before 3 PM EST and next day if after 3 PM.
5. LENS will no longer generate the CLT / RLT USOC when an additional listing is requested by a CLEC. Since LESOC has this logic, there is no need for duplication in LENS.

Should you have questions regarding these enhancements, please feel free to e-mail me at Gregory.Kirby1@bridge.bellsouth.com, or call me at 770-492-7574.

Thanks,

Greg Kirby





New Features for - 10/24/97	
Page	Description
LSR	LENS will send Line Class of Service as First Feature
New Features for - 10/21/97	
Page	Description
Features and Services	Allow CLECs to View Features for Multiple Services
Credit History	Allow Viewing of Credit History in Florida
Credit History	Remove Viewing of Credit History in Alabama
New Features for - 10/13/97	
Page	Description
CSR	Provide ability to view CSRs in Louisiana
New Features for - 09/23/97	
Page	Description
CSR	CSR Access Using Circuit Number
New Features for - 09/19/97	